



COUNTY OF LOS ANGELES

**Department of
Agricultural Commissioner/
Weights and Measures**



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

<http://acwm.co.la.ca.us>

12300 Lower Azusa Road
Arcadia, California 91006-5872

June 12, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF WEED ABATEMENT CONTRACTS FOR TRACTOR AND HAND
REMOVAL OF WEEDS, BRUSH, POISON OAK AND RUBBISH FOR THE WEED
HAZARD AND PEST MANAGEMENT BUREAU - FISCAL YEAR 2007-2008
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and authorize the Agricultural Commissioner/Director of Weights and Measures to sign contracts, substantially similar to the attached contract, with Avalon Landscape, Inc., DeAngelo Brothers, Inc., Gardner Tractor Service, Mariposa Horticultural Enterprises, Inc., Pan American Brush Clearance, Ray Byers and Company, SR Landscape and Versatile Enterprises for the total amount of \$899,845.00. The contracts are effective for one fiscal year commencing on July 1, 2007 with two (2) one-year renewal options and six (6) month-to-month extensions.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contracts in an amount not to exceed 15% of the individual contract amounts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential fire prevention and rubbish removal services throughout the unincorporated areas of the County and contract cities.

The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program is the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

For many years, your Board has approved similar contracts for the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal 1 (Service Excellence): The use of vendors allows ACWM to effectively respond to the highly seasonal workload inherent in hazardous weed, brush, and rubbish removal.
- Goal 3 (Organizational Effectiveness): The assistance provided by vendors for certain routine weed, brush, and rubbish clearing operations frees ACWM personnel to effectively respond to more challenging situations.
- Goal 6 (Community Services): The timely removal of hazardous weeds, brush, and rubbish improves the quality of life for the residents of Los Angeles County's unincorporated communities.

FISCAL IMPACT/FINANCING

There is no net County cost.

The cost of the program is 100% recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Unusual or unanticipated weather conditions and accompanying weed growth may occur requiring increased vendor utilization. Therefore, we request that your Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to make amendments to the contracts not to exceed 15% of the contract amounts.

The Department has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts due to the seasonal nature of the weed abatement services.

The contracts have been reviewed by County Counsel and are approved as to form.

CONTRACTING PROCESS

ACWM commenced solicitation for weed abatement services by mailing a notice (Attachment A) to 120 vendors on the current vendor listing (Attachment B). Solicitations were posted in ten (10) local community newspapers, the Orange County Register, Craig's

The Honorable Board of Supervisors
June 12, 2007
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List website, and the County of Los Angeles "Doing Business with Us" website (Attachment C). The Invitation for Bids (IFB) was posted on ACWM's website (Attachment D).

ACWM received 13 bids in response to the Weed Abatement 2007/2008 Invitation for Bids. Three bidders were disqualified from the evaluation process. The other bids were reviewed by an evaluation committee composed of three ACWM staff with no current association with the Weed Abatement Program and rated according to qualifications, equipment, and cost. Of the bids received, Avalon Landscape, Inc., DeAngelo Brothers, Inc., Gardner Tractor Service, Mariposa Horticultural Enterprises, Inc., Pan American Brush Clearance, Ray Byers and Company, SR Landscape and Versatile Enterprises were rated as the highest scoring and most cost-effective bidders to perform the weed abatement services.

Minority and women owner/employee statistics for the eight selected vendors are also attached (Attachment E). Upon final analysis and consideration for awards, bidders were selected without regard to race, gender, creed, or color.

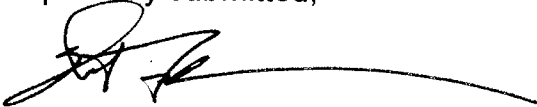
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for one year, with two (2) one-year renewal options.

CONCLUSION

When approved, please return one adopted copy of this letter to ACWM.

Respectfully submitted,



KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:RBS:cm

Attachments

c: Chief Administrative Officer
County Counsel
Auditor-Controller



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

<http://acwm.co.la.ca.us>



12300 Lower Azusa Road
Arcadia, California 91006-5872

IMPORTANT ANNOUNCEMENT

Weed abatement work available in County of Los Angeles

The Department of Agricultural Commissioner/Weights and Measures will be accepting bids for contracts for **weed abatement** services including weed discing and mowing, hand removal of weeds and brush, and hand removal of trash.

Complete bid information will be available January 25, 2007, on the County website:

<http://lacounty.info>

From the main page, navigate to the proper location by selecting the following in sequence:

Business - Doing Business with Us - Open Solicitations - View Open Bids - List by Department

Interested bidders may request a hard copy of the bid package by calling our office at the contact information provided below.

To be considered, you must register with the County as a vendor via the above website. Register under Class Code 988 and Sub-Class Code 98889.

Interested bidders must attend a mandatory pre-bid meeting.

Meeting topics will include an overview of the Department's Weed Abatement Program, the scope of the work, how to bid successfully, and pitfalls to avoid.

Meeting schedule:	Date:	Thursday, February 22, 2007
	Time:	10:00 a.m. to approximately 12:00 noon
	Location:	12300 Lower Azusa Road, Arcadia.

Go to <http://acwm.co.la.ca.us/scripts/map.htm> for a map to the meeting location.

Questions should be directed to:
Corina Monsivaiz at (626) 575-5487, or
Jo Anne Benavidez at (626) 575-5488



Upon request, we can provide accommodations for people with disabilities. The Department's main office is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 575-5454 or TDD (626) 575-5520, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.

**Protecting Consumers and the Environment Since 1881
To Enrich Lives Through Effective and Caring Service**

**AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
WEED ABATEMENT VENDOR BID SOLICITATION LIST*
FOR 2007-2008 BID READINGS**

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
A-Cal Louis Valdez 2669 Delco Ave. El Monte, CA 91733	100% Hispanic/Female	100% Minority
A&G Grading and General Engineering Alfred Gonzalez 13641 Bixler Ave. Downey, CA 92042	100% Hispanic/Male	100% Owner-operated
ABC Brush Clearance 217181 Ventura Blvd., #105 Woodland Hills, CA 91364	100% Caucasian	100% Minority
Abel's Grading Abel Montemayor 11628 Juniper Hills Rd. Little Rock, CA 93543	100% Hispanic/Male	100% Owner-operated
Accent Landscape Inc. PO Box 3550 Gardena, CA 90247	unknown	unknown
Agro-Tech Danny Ingram 41943 50th Street West Quartz Hill, CA 93536	100% Hispanic/Latin Amer/Male	100% Minority
AJ Acosta Company Inc. PO Box 2889 Big Bear Lake, CA 92315	100% Hispanic/Male	80% Minority
Al Thorne Discing Jill & Al Thorne 6185 Ramirez Canyon Road Malibu, Ca 90265	50% Hispanic/Latin Amer/Female 50% Caucasian/Male	100% Minority
All Seasons Landcare 3107 Topaz Ln #D Fullerton, CA 92831	unknown	unknown
Anderson Gardening Rick Anderson 2695 Casitas Avenue Altadena, CA 91001	unknown	unknown
Andre Landscape Jeremy Andre PO Box 1333 Azusa, CA 91702	100% Caucasian/Male	80% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Andrew Carlson 2221 Stern Lane Oxnard, CA 93035	unknown	unknown
Angel's Landscape Contracting Co. 9641 ½ Cedar St. Bellflower, CA 90706	100% Hispanic/Male	100% Minority
Animal Pest Mgmt Svc, Inc Dan Fox 13655 Redwood Court Chino, CA 91710	100% Caucasian/Male	40% Minority
Apple's Tractor Service Leonard & Connie Apple P.O. Box 354 Norwalk, CA 90651-0354	56% Caucasian/Female 44% Caucasian/Male	75% Minority
ATE Tractor Service Bruce Harrison 3660 Wilshire Boulevard Los Angeles, CA 90010	49% Caucasian/Male 51% Caucasian/Female	30% Minority
Avalon Landscape Luis Cadiz 13547 Ventura Blvd., #151 Sherman Oaks, CA 91423	unknown	unknown
Azteca Landscape 1027 E. Acacia St. Ontario, CA 91761	100% Hispanic/Latin Amer/Female	100% Minority
B & L Weed Abatement Linda Lindsay 1811 Capri Avenue Mentone, CA 92359	100% Caucasian/Female	50% Minority
Bennett Landscape Sean Bennett 25889 Belle Porte Avenue Harbor City, CA 90710-3314	unknown	unknown
Brian Walsh 1622 Winona Blvd. Los Angeles, CA 90027	unknown	unknown
C & M Weed Abatement Mike Romage 13939 Jicarilla Road Apple Valley, CA 92307	100% Caucasian/Male	Unknown
Children R Us John Tate 4611 E. Compton Blvd. E. Rancho Dominguez, CA 90220	51% Black/African Amer/Female 49% Black/African Amer/Male	98% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Clean Lakes Inc. 2150 Franklin Canyon Rd. Martinez, CA 94553	unknown	unknown
Crane's Plant Health P.O. Box 51122 Pasadena, CA 91115	100% Caucasian	0% Minority
Creative Concepts Landscape Claudine Josselyn 4118 La Crescenta Ave. La Crescenta, CA 91214	unknown	unknown
De Angelo Brothers Attention Amy St. Cyr 100 N. Conahan Dr. Hazleton, PA 18201 Mail to: 4863 Cheyenne Way Attention Mike Bisciegla Chino CA 91710	100% Caucasian/Male	32% Minority
Dennis Mallory 23437 Styles St. Woodland Hills, CA 91367	100% Caucasian/Male	0% Minority
Diversified Landscape Co. 33801 Washington Street Winchester, CA 92596	Unknown	Unknown
Ellingford Brush and Tree Service Dave Ellingford 9818 Shadow Way Sunland, CA 91040	51% Caucasian/Female 49% Caucasian/Male	51% Minority
Environmental Tree Care Chris Loguidice P.O. Box 6395 Malibu, CA 90264-6395	100% Caucasian/Male	80% Minority
Eric Elson PO Box 1716 Wailuku HI 96793-6716	100% Caucasian/Male	50% Minority
Four Seasons Brush Clearing Brian & Pamela Logan 31969 Emerald Lane Castaic, CA 91384	unknown	unknown
Gardner Tractor John Gardner 10552 Chestnut Avenue Stanton, CA 90680	50% Caucasian/Male 50% Caucasian/Female	75% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Got Weeds Chuck Maciel 28873 Alessandro Bl. Moreno Valley, CA 92555	100% Hispanic/Male	100% Minority
Great Scott Tree Service Inc. Scott P. Griffiths, President 10761 Court Street Stanton, CA 90680	unknown	unknown
Green Tech 13128 Telegraph Road, Suite G-1 Santa Fe Springs, CA 90670	100% Hispanic	100% Minority
Grounds Management 27502 Avenue Scott, Suite B Valencia, CA 91355	unknown	unknown
GS Brothers, Inc. Professional Landscape Services 2215 N. Gaffey St. San Pedro, CA 90731	Unknown	Unknown
H. E. Julien & Associates, Inc. Harvey Julien 3331 West Hemlock Street Oxnard, CA 93035-3111	100% Black/African Amer/Male	98% Minority
HDEC 44111 Division St. Lancaster, CA 93535-3526	51% Caucasian/Female 49% Caucasian/Male	60% Minority
Horace Russell and Associates Horace Russell PO Box 972 La Mirada, CA 90637	100% Black/African Amer./Male	98% Minority
ICE Weed Abatement Ismael Estrada 30000 Hasel Cyn #8 Castaic, CA 91384	100% Hispanic/Latin Amer/Male	100% Minority
Inchwork Gardening Serv. Michael Dawson PO Box 21203 Bakersfield, CA 93390	100% Caucasian/Male	50% Minority
International Environmental Corps (IEC) Henry Cespedes P.O. Box 4218 Panorama City, CA 91412	100% Hispanic/Male	100% Minority
Interstate Road Management PO Box 188 Hazelton, PA 18201	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
J. Williams Landscape, Inc. 2781 W. MacArthur #B-612 Santa Ana, CA 92704-8300	unknown	unknown
JB & Sons Tractor Work Jonathan Bosch 32414 Crown Valley Rd. Acton, CA 93510	unknown	unknown
John's Tractor Service John Hance 3201 W. Ave. L Lancaster, CA 93536	unknown	unknown
Kempton Company Attention Larry Kempton 15814 Fresno St. Victorville, CA 92395	unknown	unknown
KMJ Landscape Service Mike Johnson 2024 Tuman La Habra Heights, CA 90631	100% Caucasian/Male	100% Minority
KPS Property Maintenance PO Box 5340 Ventura, CA 93005-0340	100% Caucasian/Female	85% Minority
Landscape Industries Jesse Yzaguirre P.O. Box 285 La Canada, CA 91011	unknown	unknown
Landscape Pest Mgmt Bryan X Thompson LPM PO Box 5827 Orange CA 92863-5827	unknown	unknown
Larry Jacinto Farming PO Box 275 Mentone, CA 92359	100% Caucasian/Male	75% Minority
Lawnscapes Systems, Inc. Carl Clifton 5215 State St. Montclair, CA 91763	100% Caucasian/Male	21% Minority
Lawrence Larry L & S Construction P.O. Box 1318 Littlerock, CA 93543-9998	51% Black/African Amer/Female 49% Black/African Amer/Male	100% Minority
Living Systems Land Management 295A Fell Street San Francisco, CA 94102	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Lopez General Engrg. Contractors, Inc. Jorge (George) Lopez 1702 Creston St. Signal Hill, CA 90755	100% Hispanic/Latin Amer/Male	100% Minority
LPM - Landcape Pest Management Bryan X. Thompson P.O. Box 5827 Orange, CA 92863-5827	100% Caucasian/Male	75% Minority
Lucas Weed Control Sam Alvarez 5196 E. International Ave. Clovis, CA 93611	100% Caucasian/Male	50% Minority
Main Pest Control 40816 13 th Street Palmdale, CA 93551	unknown	unknown
Majestic Hillside & Landscape Mtn. Teresa Schaffer & Paul Tena 537 Slope Drive Walnut, CA 91789	51% Hispanic/Latin Amer/Female 49% Hispanic/Latin Amer/Male	100% Minority
Malibu Canyon Landscape & Maintenance P.O. Box 942080 Simi Valley, CA 93094	unknown	unknown
Mariposa Horticultural Enterprise Inc. Robert Austin 15529 Arrow Highway Irwindale, CA 91706	100% Hispanic/Male	80% Minority
Marty's Tractor Marty Foster 23814 W. Avenue D-12 Lancaster, CA 93536	100% Caucasian/Male	0% Minority
Mary Scott Tractor Service PO Box 478 Bloomington, CA 92316	unknown	unknown
Mercon Inc. General Engineering Contractor Jeff Moerer, President 2696 Lavery Ct., Ste. B Thousand Oaks, CA 91320-1543	unknown	unknown
MFD Enterprises Inc. 6172 Knox Ave. Fontana, CA 92336-4519	unknown	unknown
Mike's Cleanup Service Mike Walsh 11814 Burgess Street Whittier, CA 90604	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Mike's Spray and Tree Service, Inc. PO Box 1310 4865 Sunset Ave. La Cañada, CA 91012 (PO Box)	100% Caucasian/Male	100% Caucasian
Nakae & Associates, Inc. Fred Beaumont 11159 Jeffrey Road Irvine, CA 92602	unknown	unknown
Nature's Image Inc. 20472 Crescent Bay Dr., Suite 102 Lake Forest, CA 92630	unknown	unknown
Orozco Landscape & Tree Company 11194 Pipeline Ave. Pomona, CA 91766	100% Hispanic/Male	100% Minority
P & R Services Jim Schaefer 4540 W. Avenue M-8 Quartz Hill, CA 93536	51% Caucasian/Female 49% Caucasian/Male	30% Minority
Pacific Iron Publication Company Paul Kang 1927 S. Mateo St. Los Angeles, CA 90021	100% Asian Pacific/Male	100% Minority
Pan American Brush Clearance Gustavo Occhiuzzo 11261 Blix St. West Toluca Lake CA 91602	84% Hispanic/Female 16% Hispanic/Male	100% Minority
Pat Corrigan & Company 25482 Via Dalia Valencia, CA 91355	100% Caucasian/Male	Owner/Operator
Patriot Environmental Services Walt Dorn PO Box 1091 Long Beach CA 90801	100% Caucasian/Male	80% Minority
Pepo Weed Abatement Mike Pepo 40441 Gemelos CT Palmdale, CA 93551	51% Hispanic/Latin Amer/Female 49% Caucasian/Male	100% Minority
Pestmaster Services Inc. Lisa M. Hale 137 E. South St. Bishop, CA 93514	100% Caucasian/Male	23% Minority
Pestmaster Services, Inc. Rick McElroy PO Box 2435 James Negrillo, Western Oper. Mgr. 42717 6th St East, Lancaster, CA 93535 Lancaster, CA 93539	100% Caucasian/Male	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Powerland Equipment Inc. Attention Cassandra Goswick 27943 Valley Center Rd. Valley Center, CA 92082	100% Caucasian/Male	0% Minority
Protec Engineering Services Richard Wiegins 11288 Ventura Blvd., Suite 629 Studio City, CA 91604	100% African American/Male	100% Minority
Quality Sprayers, Inc. Michael S. Farquhar 1549 W. 17th Long Beach, CA 90813	100% Caucasian/Male	75% Minority
Rankin's Gardening Service 811 E. 46th Street Los Angeles, CA 90011	100% African/American/Male	90% Minority
Ray Byers & Company Ray Byers 30826 Gilmour Road Castaic, CA 91384	100% Caucasian/Male	50% Minority
Real Estate Consulting and Services Paul Strader, Robert Berg (714) 720-4228 635 E. First St., #418 Tustin, CA 92780	100% Caucasian	70% Minority
RL Klein and Associates 3939 Atlantic Ave., Suite 100 Long Beach, CA 90807	100% Caucasian/Male	90% Minority
RM Fisheries 28241 La Paz Road Laguna Niguel, CA 92677		
Rock's Tree & Hillside Service, Inc. Rock & Marybeth MacKenzie 644 N. Orchard Drive Burbank, CA 91506	unknown	unknown
Ron Ubrun Farms 7820 Summit Street Riverside, CA 92504	100% Caucasian/Male	80% Minority
RPW Services Attention Paul Webb PO Box 2342 Fullerton, CA 92837	unknown	unknown
S.G. Valley Landscaping Mike Johnson 2608 Doray Circle Monrovia, Ca 91016	100% Caucasian/Male	75% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Salco Landscaping Services Frank Spina 6236 Bellflower Blvd. Lakewood, CA 90713	unknown	unknown
Scott Tractor Service P.O. Box 478 Bloomington, CA 92316	49% Caucasian/Male 51% Caucasian/Female	50% Minority
Shea Land Industry, Inc. Monique Yzaguirre P.O. Box 285 La Cañada, CA 91012	100% Hispanic/Female	85% Minority
Shubin Services (aka Federal Disposal) Don Shubin P.O. Box 118 Santa Ana, CA 92702	100% Caucasian/Male	50% Minority
Silent Fire Inc. P.O. Box 91001 Pasadena, CA 91109	100% Caucasian/Male	Owner/Operator
Specialty Mowing Ove Naerbo 4949 2nd Street Fallbrook, CA 92028	100% Caucasian/Male	75% Minority
Sprague Consultatns Inc 30251 Golden Lantern Suite E##90 Laguna Niguel, CA 92677-5993	unknown	unknown
Spraying Services Truman Jensen 1425 West 139th Street Gardena, CA 90249	100% Caucasian/Male	Owner/Operator
Stafford Services Mike Stafford 880 S. Rose Place Anaheim, CA 92805	100% Hispanic/Latin Amer/Male	90% Minority
Steelclad Inc. Caren L. Hallam 320 No. Palm, Unit C Brea, CA 92821	100% Caucasian/Female	25% Minority
Steven Rapp (SR) Landscape P. O. Box 12181 La Crescenta, CA 91224	100% Caucasian/Male	80% Minority
Thomas Land Clearing Co. Willie A. Thomas 2170 W. Esther Long Beach, CA 90813	100% Black/African Amer/Male	100% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Tiffany Group Inc. Sean Aks 19528 Ventura Blvd., Suite 359 Tarzana, CA 91356	100% Caucasian/Male	0% Minority
Top Notch Tree and Landscape Carmen Howard 19528 Ventura Blvd. P.O. Box 500 Tarzana, CA 91356	unknown	unknown
Tractor Work Allan Brown 8014 Sierra Highway Agua Dulce, CA 91350	100% Caucasian/Male	Owner Operator
TruGreen LandCare Manuel Perez 1367 W. 9 th Street Upland, CA 91786	unknown	unknown
Underwood Landscape & Brush Clearance Michael Underwood PO Box 692 Agoura Hills, CA 91376-0692	unknown	unknown
United Pacific Eric Franklin 120 E. La Habra Blvd., Ste. 107 La Habra, CA 90631-2310	50% Caucasian/Female 50% Caucasian/Male	60% Minority
United Right-of-Way Steve Adams 1302 Highway 28 Ephrata, WA 98823	100% Caucasian/Male	0% Minority
Valleycrest Landscaping Michelle Scofield 12087-20 N. Lopez Canyon Rd. San Fernando, CA 91342	unknown	unknown
Van Gogh Landscaping Tony Tamayo 11684 Ventura Blvd., Suite 818 Studio City, CA 91604	100% Hispanic/Latin Amer/Male	100% Minority
Versatile Enterprises Gene & Martha Wallis P.O. Box 8448 Calabasas, CA 91372-8448	50% Caucasian/Female 50% Caucasian/Male	50% Minority
Waste Unlimited Julie Galvan 7329 Hillrose St. Tujunga, CA 91042	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
West Coast Weed Control Darryn Flexman 1705 Adrienne Dr. Corona, CA 92882	100% Caucasian/Female	0% Minority
Wilcox Landscaping Scott Wilcox 23492 Pine St. Newhall, CA 91321-4004	unknown	unknown
Woods Maintenance Service Barry Woods 7260 Atoll Avenue North Hollywood, CA 91605	100% Caucasian/Male	85% Minority

*Notices of our 2007/2008 Weed Abatement Bid Package on the County and Department's websites and mandatory pre-bid meeting were mailed to all 120 vendors listed above. Weed Abatement Bid Packages were mailed to 13 vendors (see highlighted bold names above) at their request.

Bid Detail Information

Bid Number : AGR01013
Bid Title : WEED ABATEMENT DIVISION INVITATION FOR BIDS (IFB) 2007/2008
Bid Type : Service
Department : Agricultural Comm/Weights-Measures
Commodity : WEED AND VEGETATION CONTROL
Open Date : 2/1/2007
Closing Date : 3/6/2007 5:00 PM
Bid Amount : \$ n/a
Bid Download : Not Available
Bid Description : Log on to <http://acwm.co.la.ca.us> and click on Weed Abatement Division Invitation for Bids (IFB) 2007/2008 (under What's New).

Several bid proposals for tractor, weed handwork, brush handwork, combination weed and brush handwork, and weed poison oak services are available for the period of July 1, 2007 through June 30, 2008 with renewal options. Mandatory Bidder's meeting will be held on Thursday, February 22, 2007, at 10:00 a.m., at our headquarters location, 12300 Lower Azusa Road, Arcadia, CA 91006 (just north of the 10 Fwy off of the 605 Fwy). ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING.

Upon request, we can provide accommodations for people with disabilities. The Department's headquarters is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 575-5454 or TDD (626) 575-5520, Monday through Thursday, from 7:00 am to 5:30 pm.

A copy of the bid package may be obtained at no charge, Monday through Thursday, 7:00 am to 5:00 pm from our address above or by calling Corina Monsivaiz at (626) 575-5487 no later than February 15, 2007 to request the bid package be mailed to you.

Contact Name : Corina Monsivaiz
Contact Phone# : (626) 575-5487
Contact Email : corinam@acwm.co.la.ca.us
Last Changed On : 1/31/2007 4:00:47 PM

[Back to Last Window](#)

**WEED ABATEMENT DIVISION
INVITATION FOR BIDS (IFB) 2007/2008
Last Updated 02/07**

Welcome to the Weed Abatement Bid Documents page. If you are interested in bidding on contracts with the Weed Abatement Division, you will need the following solicitation document. For easy downloading and printing, the documents are provided in Adobe Acrobat PDF format.

Adobe Acrobat Reader is available at <http://www.adobe.com/products/main.html/>

REQUIRED DOCUMENT:

INVITATIONFORBIDS20072008.PDF (2.28 MB/90 Pages)

If you have problems downloading this document, or have any questions about the bids, scope of the work, etc., please send us an e-mail at corinam@acwm.co.la.ca.us or call (626) 575-5487.

Note: The mandatory pre-bid meeting will be held on Thursday, February 22, 2007, at 10:00a.m., 12300 Lower Azusa Road, Arcadia, CA 91006 (we are just north of the 10 Freeway, off of the 605 Freeway).

BOARD ORDER/APRIL 9, 1991
COUNTY DEPARTMENTS MUST PROVIDE THAT MINORITY AND WOMEN-OWNED
FIRMS ENJOY EQUAL ACCESS TO COUNTY SERVICE CONTRACTS

Process Used for Identifying Minority Vendors:

1. County of Los Angeles Minority & Women Directory
2. Caltrans Minority Vendor List
3. Los Angeles County Website <http://camisvr.co.la.ca.us>
4. Advertise in Minority Newspapers
 - a. Chinese Daily News
 - b. Compton Bulletin
 - c. Rafu Shimpo

List of Firms from which the Department Solicited Offers:

See Attachment B

Minority Participation (i.e., partners, associate partners, staff, etc.) and percentage of minority ownership in each firm:

See Attachment B

Comparison of Minority Participation of Competing Vendors:

BID DATE: March 7, 2007

Total Number of Vendor Bids	13	Vendors Solicited	120
American Indian	0%		
Asian Pacific	0%		
Black/African American	0%		
Caucasian	62%	Male	77%
Hispanic/Latin American	<u>38%</u>	Female	<u>23%</u>
	100%		100%
Total Number of Minority Vendor Bids	46%		
Total Number of Caucasian Vendor Bids	54%		

Stipulation that, on Final Analysis and Consideration of Award, Vendor was selected without Regard to Race, Creed, or Color:

Stipulation included in Board letter.

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
MARCH 7, 2007, CONTRACT AWARDS, Document ID#AGR01013
CONTRACTS FOR PERIOD OF JULY 1, 2007 THROUGH JUNE 30, 2008

additional years by mutual consent

Contract Awards
Contract Type: Tractor, Weed Abatement

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Gardner Tractor Service	Zone 4, Hourly Discing	120 hrs	\$196.00	\$23,520.00
	Zone 5, Hourly Discing	325 hrs	\$196.00	\$63,700.00
	Zone 6, Hourly Discing	175 hrs	\$196.00	\$34,300.00
	Zone 5, sq ft Discing 0-10,000 sq ft (M) 10,001-25,000 sq ft (N) 25,001sq ft-1 acre (P) 1/4 acre or portion thereof in excess of 1 acre- (Exc)	6 M 12 N 12 P 30 Exc	\$288.00 \$288.00 \$332.00 \$128.00	\$1,728.00 \$3,456.00 \$3,984.00 \$3,840.00
	Zone 6, sq ft Discing 0-10,000 sq ft (M) 10,001-25,000 sq ft (N) 25,001sq ft-1 acre (P) 1/4 acre or portion thereof in excess of 1 acre- (Exc)	6 M 30 N 15 P 50 Exc	\$237.00 \$268.00 \$332.00 \$108.00	\$1,422.00 \$8,040.00 \$4,980.00 \$5,400.00
	All Zones - Extension Mower	100 hrs	\$197.75	\$19,775.00
	All Zones, Tractor, Loader	150 hrs	\$134.00	\$20,100.00
	All Zones - Tractor, Trash Trucks	300 hrs	\$92.00	\$27,600.00
	Gardner Tractor Service, Total Contract Amount			\$221,845.00
Ray Byers and Company	Zone 4, Hourly Mowing	150 hrs	\$220.00	\$33,000.00
	Zone 5, Hourly Mowing	150 hrs	\$220.00	\$33,000.00
	All Zones, Hourly Mowing/Mulching	100 hrs	\$229.00	\$22,900.00
Ray Byers and Company, Total Contract Amount				\$88,900.00
Versatile Enterprises	Zone 7, Hourly Discing	150 hrs	\$158.00	\$23,700.00
	Zone 9, Hourly Discing	250 hrs	\$170.00	\$42,500.00
Versatile Enterprises, Total Contract Amount				\$66,200.00

Contract Type: Handwork, Weed

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
DeAngelo Brothers, Inc.	Zone 3, Weed Handwork	25,000 units	\$2.30	\$57,500.00
DeAngelo Brothers, Inc., Total Contract Amount				\$57,500.00
Mariposa Horticultural Enterprises, Inc.	Zone 6, Weed Handwork	7,500 units	\$3.50	\$26,250.00
Mariposa Horticultural Enterprises, Inc., Total Contract Amount				\$26,250.00
SR Landscape	Zone 7, Weed Handwork	20,000 units	\$3.25	\$65,000.00
	Zone 9, Weed Handwork	20,000 units	\$3.25	\$65,000.00
SR Landscape, Total Contract Amount				\$130,000.00

Contract Type: Handwork, Brush

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Pan American Brush Clearance	Zones 3, 4, and 5, Brush Handwork	3,000 units	\$9.90	\$29,700.00
	Zone 6 Brush Handwork	1,000 units	\$9.90	\$9,900.00
Pan American Brush Clearance, Total Contract Amount				\$39,600.00

Contract Type: Handwork, Weed and Brush Combination

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Mariposa Horticultural Enterprises, Inc.	Zone 7, Weed	20,000 units	\$4.25	\$85,000.00
	Zone 7, Brush	2,000 units	\$15.00	\$30,000.00
	Zone 8, Weed	15,000 units	\$4.00	\$60,000.00
	Zone 8, Brush	1,650 units	\$15.00	\$24,750.00
Mariposa Horticultural Enterprises, Inc., Total Contract Amount				\$199,750.00

Contract Type: Handwork, Weed Poison Oak

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Pan American Brush Clearance	All Zones	2,000 units	\$9.90	\$19,800.00
Pan American Brush Clearance, Total Contract Amount				\$19,800.00

Contract Type: Handwork, Rubbish Removal

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Avalon Landscape, Inc.	Zone 8	400 units	\$125.00	\$50,000.00
Avalon Landscape, Inc., Total Contract Amount				\$50,000.00

TOTAL NEW CONTRACTS \$899,845.00

10 Vendor Contracts
8 Vendors

WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from the date approved by the Board of Supervisors by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Gardner Tractor Service, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceedings of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter set forth:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself, with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

2. TERM OF AGREEMENT

Subject to the termination provisions set forth in paragraphs 15 through 19 herein, the term of

the Agreement shall be for period commencing from July 1, 2007 through June 30, 2008.

The COUNTY shall have the sole option to extend this Agreement term for up to two additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Agricultural Commissioner.

CONTRACTOR shall notify the Agricultural Commissioner when this Agreement is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to Agricultural Commissioner at the address herein provided in Exhibit B - County's Administration.

3. CONTRACTOR OBLIGATIONS

CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to paragraph 1.5 of the General Specifications. This Agreement is for services that are affected by weather and other factors outside the control of the COUNTY. Therefore, the COUNTY guarantees no minimum amount of work during the term of this agreement.

4. BILLING AND PAYMENT

CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of service to be provided, are itemized in attached Exhibit A.

5. ADMINISTRATION OF CONTRACT - COUNTY

A listing of all COUNTY Administration referenced in the following Subparagraphs are designated in Exhibit B - COUNTY'S ADMINISTRATION. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

A. COUNTY'S Project Director

The responsibilities of the COUNTY'S Project Director include 1) ensuring that objectives of this Agreement are met; and 2) providing direction to the Contractor in the areas relating to COUNTY policy, information requirements, and procedural requirements.

B. COUNTY'S Project Manager

The responsibilities of the COUNTY'S Project Manager include 1) meeting with the CONTRACTOR's Project Manager on a regular basis during the time services are performed; and 2) inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor. The COUNTY'S Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

C. COUNTY'S Contract Project Monitor

The COUNTY'S Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the COUNTY'S Project Manager.

6. **ADMINISTRATION OF CONTRACT - CONTRACTOR**

A. Contractor's Project Manager

The Contractor's Project Manager is designated in Exhibit C - CONTRACTOR'S ADMINISTRATION. The Contractor shall notify the COUNTY in writing of any change in the name or address of the Contractor's Project Manager.

B. The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with COUNTY'S Project

Manager and COUNTY'S Contract Project Monitor on a regular basis.

7. **ASSIGNMENT AND DELEGATION**

CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, COUNTY

shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8. **BUDGET REDUCTIONS**

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY agreements, the COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

9. **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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10. INDEPENDENT CONTRACTOR STATUS

In the performance of this Agreement, CONTRACTOR shall be and remain an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR.

11. EMPLOYEES OF CONTRACTOR

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not of COUNTY.

12. COMPLIANCE WITH ALL LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations or ordinances.

13. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and omissions arising from and relating to this Agreement.

14. INSURANCE

Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this

Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required

to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

15. TERMINATION FOR CONVENIENCE

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall 1) stop work under this Agreement on the date and to the extent specified in

such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.

16. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. CONTRACTOR has materially breached this Agreement; or
2. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
3. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

17. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Agreement.

19. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the termination provisions set forth in paragraphs 15 through 18, the

COUNTY may terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether he has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy law or not;
2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
3. The appointment of a Receiver or Trustee for the CONTRACTOR;
4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within 14 days.

B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

20. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds applicable to this Agreement in COUNTY'S budget for each such future

fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

21. GOVERNING LAW/VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

22. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provision of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

23. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the

United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.
- C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 16 herein.
- D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 16.

24. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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25. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

26. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section

706.031 and Family Code Section 5246(b).

27. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 26 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 16 "TERMINATION FOR CONTRACTOR'S DEFAULT."

28. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

29. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Amended Invitation for Bids (IFB) dated February 13, 2007
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

30. MAXIMUM CONTRACT AMOUNT

COUNTY'S maximum obligation under this Agreement is **\$221,845.00** including all fees and expenses. (See attached Exhibit A.) Any services provided by CONTRACTOR or expenses incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract amount in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in Exhibit B.

No Payment for Services Provided Following Expiration/Termination of Contract

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Agreement. Should the CONTRACTOR receive

any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or being awarded, and/or performing work on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term

of a Contract with the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix D of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Agricultural Commissioner
Director of Weights and Measures

CONTRACTOR

Gardner Truck Service
Company Name

By John Brand
Name

Owner
Title

APPROVED AS TO FORM
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy County Counsel

Gardner Tractor Service

WEED ABATEMENT TRACTOR CONTRACT

(July 1, 2007 through June 30, 2008)

First Year

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4, Hourly Discing	120 hrs	\$196.00	\$23,520.00
Zone 5, Hourly Discing	325 hrs	\$196.00	\$63,700.00
Zone 6, Hourly Discing	175 hrs	\$196.00	\$34,300.00
Zone 5, square foot discing 0 to 10,000 sq ft - M	6 units	\$288.00	\$1,728.00
10,001-25,000 sq ft - N	12 units	\$288.00	\$3,456.00
25,001 to 1 acre - P	12 units	\$332.00	\$3,984.00
1/4 acre or excess - Q	30 units	\$128.00	\$3,840.00
Zone 6, square foot discing 0 to 10,000 sq ft - M	6 units	\$237.00	\$1,422.00
10,001-25,000 sq ft - N	30 units	\$268.00	\$8,040.00
25,001 to 1 acre - P	15 units	\$332.00	\$4,980.00
1/4 acre or excess - Q	50 units	\$108.00	\$5,400.00
All Zones - Extension Mower	100 hrs	\$197.75	\$19,775.00
All Zones - Tractor, Loader	150 hrs	\$134.00	\$20,100.00
All Zones - Tractor, Trash Trucks	300 hrs	\$ 92.00	\$27,600.00

Total Amount of Contract Awarded \$221,845.00

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COUNTY'S ADMINISTRATION

Contract No. _____

COUNTY PROJECT DIRECTOR:

Name: Raymond B. Smith
Title: Deputy Director/Bureau Chief, Weed Hazard & Pest Management Bureau
Address: 12300 Lower Azusa Rd.
Arcadia, CA 91006-5872
Telephone: (626) 575-4393
Facsimile (fax): (626) 350-7077
E-Mail Address: RSmith@acwm.lacounty.gov

COUNTY PROJECT MANAGERS:

Name: Richard Takata, Daniel V. Papilli and David Brackin
Title: Deputy Agricultural Commissioner/Sealer
Address: 12300 Lower Azusa Rd., Arcadia, CA 91006-5872
335 A East Avenue K-6, Lancaster, CA 93535
11012 Garfield Ave., Bldg. B, South Gate, CA 90280
Telephone: (626) 459-8892, (661) 723-4488, and (562) 940-8913
Facsimile: (626) 350-7077, (562) 622-0717, and (661) 948-1088
E-Mail Address: RTakata@acwm.lacounty.gov, DPapilli@acwm.lacounty.gov, and
DBrackin@acwm.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Corina Monsivaiz
Title: Staff Assistant III
Address: 12300 Lower Azusa Rd.
Arcadia, CA 91006-5872
Telephone: (626) 575-5487
Facsimile: (626) 350-7077
E-Mail Address: CMonsiva@acwm.lacounty.gov

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: Gardner Tractor ServiceCONTRACT NO: _____
(number issued by COUNTY)**CONTRACTOR'S PROJECT MANAGER:**

Name: Gardner, John
 Title: owner
 Address: 10552 Chestnut Ave
Stanton, CA. 90680
 Telephone: 714 522 6830
 Facsimile (fax): 714 828-2226
 E-Mail Address: gardnertractor@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Dawn Gardner
 Title: owner
 Address: 10552 Chestnut Ave
Stanton, CA. 90680
 Telephone: 714 522 6830
 Facsimile: 714 828-2226
 E-Mail Address: gardnertractor@aol.com

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: John Gardner
 Title: Owner
 Address: 10552 Chestnut Ave
Stanton, CA. 90680